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FILED
 Superior Court of California
 County of Los Angeles
 01/17/2023

David W. Slayton, Executive Officer / Clerk of Court

By: C. Vargas Deputy

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 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 FOR THE COUNTY OF LOS ANGELES
 11 UNLIMITED JURISDICTION
 12

13 JOSEPH GEORGE, on behalf of himself and
 14 all others similarly situated, and the general
 public,

15 *Plaintiff,*

16 v.

17 TURN 2 AG, LLC, a California Limited
 18 Liability Company; and DOES 1 through 50,
 inclusive,

19 *Defendants.*
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Case No. 22STCV31175

Amended As a Matter of Right Pursuant to
 Labor Code Section 2699.3(a)(2)(C)

CLASS AND REPRESENTATIVE ACTION

FIRST AMENDED COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Withholding of Wages (Lab. Code §§ 221, 222, 223);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff JOSEPH GEORGE ("Plaintiff"), on behalf of himself and all others similarly
2 situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against defendants TURN 2 AG,
5 LLC, a California Limited Liability Company; and DOES 1 through 50, inclusive, (collectively
6 referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff
7 alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them double time wages at the correct rate;
- 17 (8) failed to pay them overtime and/or double time wages by failing to include all
18 applicable remuneration in calculating the regular rate of pay;
- 19 (9) failed to reimburse them for all necessary business expenses;
- 20 (10) failed to provide them with accurate written wage statements; and
- 21 (11) failed to pay them all of their final wages following separation of employment.

22 Based on these alleged violations, Plaintiff now brings this class and representative action to
23 recover unpaid wages, restitution, civil and statutory penalties, and related relief on behalf of
24 himself and all others similarly situated, all other aggrieved employees, and the State of California.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
27 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
28 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure §§ 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant TURN 2 AG, LLC is, and at all relevant times mentioned herein, a California Limited Liability Company doing business in the State of California.

6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

CLASS ALLEGATIONS

8. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure § 382, because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is

1 unaware of any difficulties likely to be encountered in managing this case as a class action.

2 9. **Relevant Time Period:** The relevant time period is defined as the time period
3 beginning four years prior to the filing of this action until judgment is entered.

4 **Hourly Employee Class:** All persons employed by Defendants directly or indirectly
5 whether through any staffing agencies and/or any other third parties in hourly or non-
exempt positions in California during the **Relevant Time Period**.

6 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked
7 in a shift in excess of five hours during the **Relevant Time Period**.

8 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked
9 a shift of at least three and one-half (3.5) hours during the **Relevant Time**
Period.

10 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
11 members employed by Defendants in California during the period beginning
one year before the filing of this action and ending when final judgment is
entered.

12 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
13 who separated from their employment with Defendants during the period
beginning three years before the filing of this action and ending when final
judgment is entered.

14 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in
15 California during the **Relevant Time Period**.

16 **Expense Reimbursement Class:** All persons employed by Defendants in California
17 who incurred business expenses during the **Relevant Time Period**.

18 **Regular Rate Class:** All of Defendants' hourly, non-exempt employees who were not
19 paid overtime wages for all overtime hours worked and/or premiums for meal and/or
rest break violations as a result of not correctly calculating their regular rate of pay to
include all applicable remuneration, including, but not limited to, commissions and/or
non-discretionary bonuses.

20 **Withheld Wages Class:** All of Defendants hourly, non-exempt employees who
21 participated in Defendants' "Holiday Savings Program."

22 10. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
23 right to amend or modify the class definitions with greater specificity by further division into sub-
24 classes and/or by limitation to particular issues.

25 11. **Numerosity:** The class members are so numerous that the individual joinder of each
26 individual class member is impractical. While Plaintiff does not currently know the exact number of
27 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
28 exceeds the minimum required for numerosity under California law.

1 12. **Commonality and Predominance:** Common questions of law and fact exist as to all
2 class members and predominate over any questions that affect only individual class members. These
3 common questions include, but are not limited to:

- 4 i. Whether Defendants maintained a policy or practice of failing to provide employees
5 with their meal periods;
- 6 ii. Whether Defendants maintained a policy or practice of failing to provide employees
7 with their rest periods;
- 8 iii. Whether Defendants failed to pay premium wages to class members when they have
9 not been provided with required meal and/or rest periods;
- 10 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
11 as a result of policies that fail to provide meal periods in accordance with California
12 law;
- 13 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
14 for all time worked;
- 15 vi. Whether Defendants used payroll formulas that systematically fail to account for
16 non-discretionary bonuses and/or other applicable remuneration when calculating
17 regular rates of pay for class members;
- 18 vii. Whether Defendants failed to pay overtime wages to class members as a result of
19 incorrectly calculating their regular rates of pay;
- 20 viii. Whether Defendants failed to pay premium wages to class members based on their
21 respective “regular rates of compensation” by not including commissions and/or
22 other applicable remuneration in calculating the rates at which those wages are paid;
- 23 ix. Whether Defendants failed to reimburse class members for all necessary business
24 expenses incurred during the discharge of their duties;
- 25 x. Whether Defendants failed to provide class members with accurate written wage
26 statements as a result of providing them with written wage statements with
27 inaccurate entries for, among other things, amounts of gross and net wages, and total
28 hours worked;

- 1 xi. Whether Defendants failed to pay class members all wages owed;
- 2 xii. Whether Defendants applied policies or practices that result in late and/or incomplete
- 3 final wage payments;
- 4 xiii. Whether Defendants are liable to class members for waiting time penalties under
- 5 Labor Code section 203;
- 6 xiv. Whether class members are entitled to restitution of money or property that
- 7 Defendants may have acquired from them through unfair competition;
- 8 13. **Typicality**: Plaintiff's claims are typical of the other class members' claims. Plaintiff
- 9 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing
- 10 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.
- 11 14. **Adequacy of Class Representative**: Plaintiff is an adequate class representative in
- 12 that he has no interests that are adverse to or otherwise conflict with the interests of absent class
- 13 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
- 14 and adequately represent and protect the interests of the other class members.
- 15 15. **Adequacy of Class Counsel**: Plaintiff's counsel are adequate class counsel in that
- 16 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
- 17 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
- 18 behalf of Plaintiff and absent class members.
- 19 16. **Superiority**: A class action is vastly superior to other available means for fair and
- 20 efficient adjudication of the class members' claims and would be beneficial to the parties and the
- 21 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
- 22 common claims simultaneously and efficiently in a single forum without the unnecessary
- 23 duplication of effort and expense that numerous individual actions would entail. In addition, the
- 24 monetary amounts due to many individual class members are likely to be relatively small and would
- 25 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
- 26 Moreover, a class action will serve an important public interest by permitting class members to
- 27 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
- 28 potential for inconsistent or contradictory judgments inherent in individual litigation.

1 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 17. Plaintiff worked for Defendants as an hourly, non-exempt employee from
3 approximately February 2016 through February 2022.

4 **Missed Meal Periods**

5 18. Plaintiff and the putative class were not provided with meal periods of at least thirty
6 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
7 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
8 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an
9 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no
10 formal written meal and rest period policy that encouraged employees to take their meal and rest
11 periods.

12 19. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
13 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
14 worked due to complying with Defendants' productivity requirements that required Plaintiff and
15 the putative class to work through their meal periods in order to complete their assignments on
16 time.

17 **Missed Rest Periods**

18 20. Plaintiff and the putative class were not provided with rest periods of at least ten
19 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
20 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
21 each work shift with not enough workers; (3) imposing so much work on each employee such that
22 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
23 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
24 take their meal and rest periods.

25 21. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
26 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
27 due to complying with Defendants' productivity requirements that required Plaintiff and the
28 putative class to work through their rest periods in order to complete their assignments on time.

Off-the-clock Work

22. Plaintiff and the putative class were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-clock work.

23. Plaintiff and the putative class were regularly suffered or permitted to work assisting customers and handling inquiries before their scheduled work hours and/or after their scheduled work hours. Plaintiff and the putative class members were not compensated for this time.

24. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent working off-the-clock.

25. Defendants knew or should have known that Plaintiff and the putative class were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the putative class for these hours.

26. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-clock work.

27. As a result of Defendants' policies and practices, Plaintiff and the putative class were not paid for all hours worked.

Regular Rate of Pay

28. The regular rate of pay under California law includes all remuneration for employment paid, on behalf of the employer, to the employee. This requirement includes, but is not limited, to, commissions and non-discretionary bonuses.

29. During the applicable limitations period, Defendants violated the rights of Plaintiff and the putative class under the above-referenced Labor Code sections by failing to pay them all owed wages for all overtime hours and meal and/or rest break premiums in violation of Labor Code §§ 510, 1194, and 1198 as a result of not correctly calculating their regular rate of pay to include all applicable remuneration, including, but not limited to, non-discretionary bonuses and/or

1 commissions.

2 **Expense Reimbursement**

3 30. Plaintiff and the putative class members were required to purchase their workplace
4 uniform and/or vest.

5 31. Plaintiff and the putative class members were not reimbursed for business expenses
6 incurred in purchasing their uniform, and were not reimbursed for costs associated with maintain
7 their uniform.

8 32. Defendants failed to reimburse Plaintiff and the putative class for such necessary
9 business expenses incurred by them.

10 **Wage Statements**

11 33. Plaintiff and the putative class were not provided with accurate wage statements as
12 mandated by law pursuant to Labor Code § 226.

13 34. Defendants failed to comply with Labor Code § 226(a)(1) as “gross wages earned”
14 were not accurately reflected in that all hours worked, including overtime, premium wages, and
15 “off-the-clock” work were not included.

16 35. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
17 worked by the employee” were not accurately reflected in that all hours worked, including
18 overtime, premium wages, and “off-the-clock” work were not included.

19 36. Defendants failed to comply with Labor Code section 226(a)(4) as “all deductions”
20 were not accurately reflected in that deductions, even “aggregated and shown as one item,” were not
21 included.

22 37. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
23 earned” were not accurately reflected in that all hours worked, including overtime, premium wages,
24 and “off-the-clock” work were not included.

25 38. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
26 hourly rates in effect during the pay period and the corresponding number of hours worked at each
27 hourly rate by the employee” were not accurately reflected in that all hours worked, including
28 overtime, premium wages, and “off-the-clock” work were not included.

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1 46. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
2 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
3 members were not subject to valid on-duty meal period agreements with Defendants.

4 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
5 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
6 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
7 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

8 48. Plaintiff alleges that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
10 **Class** members when they worked five (5) hours without clocking out for any meal period.

11 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
13 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
14 failed to pay them premium wages as required by Labor Code § 512 and the applicable Wage
15 Order.

16 50. Moreover, Defendants' written policies do not provide that employees must take
17 their first meal period before the end of the fifth hour of work, that employees are entitled to a
18 second meal period if they work a shift of over ten hours, or that the second meal period must
19 commence before the end of the tenth hour of work, unless waived.

20 51. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
21 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
22 regular rates of pay when required meal periods were not provided.

23 52. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
24 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
25 costs of suit.

26 53. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
27 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal**
28

1 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PROVIDE REST PERIODS**

4 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

5 **(Plaintiff and Rest Period Sub-Class)**

6 54. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

7 55. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
8 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
9 Code and the applicable Wage Order.

10 56. Section 12 of the applicable Wage Order imposes an affirmative obligation on
11 employers to permit and authorize employees to take required rest periods at a rate of no less than
12 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
13 in the middle of each work period insofar as practicable.

14 57. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
15 from requiring employees to work during required rest periods and require employers to pay non-
16 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
17 workday that the employee is not provided with the required rest period(s).

18 58. Compensation for missed rest periods constitutes wages within the meaning of Labor
19 Code § 200.

20 59. Labor Code § 1198 makes it unlawful to employ a person under conditions that
21 violate the Wage Order.

22 60. Plaintiff alleges that, at all relevant times during the applicable limitations period,
23 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
24 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,
25 as required by the applicable Wage Order.

26 61. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
27 **Class** members additional premium wages when required rest periods were not provided.

28 62. Specifically, Defendants written policies do not provide that employees may take a

1 rest period for each four hours worked, or major fraction thereof, nor that rest periods should be
2 taken in the middle of each work period insofar as practicable.

3 63. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
4 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
5 costs of suit.

6 64. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
7 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period**
8 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

11 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

12 **(Plaintiff and Hourly Employee Class)**

13 65. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

14 66. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
15 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
16 applicable Wage Order.

17 67. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
18 which an employee is subject to the control of the employer, and includes all the time the employee
19 is suffered or permitted to work, whether or not required to do so."

20 68. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
21 employees at least the minimum wage set forth therein for all hours worked, which consists of all
22 hours that an employer has actual or constructive knowledge that employees are working.

23 69. Labor Code § 1194 invalidates any agreement between an employer and an
24 employee to work for less than the minimum or overtime wage required under the applicable Wage
25 Order.

26 70. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
27 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
28 underlying unpaid minimum wages and interest thereon.

1 71. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
2 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
3 period.

4 72. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
5 person acting either individually or as an officer, agent, or employee of another person to pay an
6 employee, or cause an employee to be paid, less than the applicable minimum wage.

7 73. Labor Code § 1198 makes it unlawful for employers to employ employees under
8 conditions that violate the applicable Wage Order.

9 74. Labor Code § 204 requires employers to pay non-exempt employees their earned
10 wages for the normal work period at least twice during each calendar month on days the employer
11 designates in advance and to pay non-exempt employees their earned wages for labor performed in
12 excess of the normal work period by no later than the next regular payday.

13 75. Labor Code § 223 makes it unlawful for employers to pay their employees lower
14 wages than required by contract or statute while purporting to pay them legal wages.

15 76. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
16 non-exempt employees overtime wages of no less than one and one-half times the employees'
17 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
18 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
19 seventh consecutive day of one workweek.

20 77. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
21 pay non-exempt employees overtime wages of no less than two times the employees' respective
22 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
23 worked in excess of eight hours on a seventh consecutive workday during the workweek.

24 78. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
25 centrally devised policies and practices to him and **Hourly Employee Class** members with respect
26 to working conditions and compensation arrangements.

27 79. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
28 **Employee Class** members for all time worked, including but not limited to, overtime hours at

1 statutory and/or agreed rates.

2 80. Section 9 of the applicable Wage Order states:

3 “When uniforms are required by the employer to be worn by the employee as
4 a condition of employment, such uniforms shall be provided and maintained
5 by the employer. The term ‘uniform’ includes wearing apparel and
6 accessories of distinctive design or color.”

7 81. If the employer does not choose to maintain employees’ uniforms itself where it is
8 required to do so, the Division of Labor Standards Enforcement (“DLSE”) takes the position that
9 the employer may pay each affected employee a weekly maintenance allowance of an hour’s pay at
10 the state minimum wage rate in lieu of maintaining the uniforms, assuming that an hour is a realistic
11 estimate of the time involved in maintaining the uniform.

12 82. At all relevant times during the applicable limitations period, and in violation of the
13 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
14 compensate Plaintiff with minimum and/or overtime wages for all hours she worked as a result of
15 its failure to maintain employee uniforms or pay her a weekly maintenance allowance.

16 83. Plaintiff is informed and believes that, at all relevant times and in violation of the
17 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
18 compensate **Hourly Employee Class** members with minimum and/or overtime wages for all hours
19 they worked as a result of its failures to maintain employee uniforms or pay them a weekly
20 maintenance allowance.

21 84. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
22 **Employee Class** members all earned wages every pay period at the correct rates, including
23 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
24 **Hourly Employee Class** members to perform off-the-clock work.

25 85. As a result of Defendants’ unlawful conduct, Plaintiff and **Hourly Employee Class**
26 members have suffered damages in an amount subject to proof, to the extent they were not paid the
27 full amount of wages earned during each pay period during the applicable limitations period,
28 including overtime wages.

86. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on

1 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
2 overtime wages, interest thereon, and costs of suit.

3 87. The regular rate of pay under California law includes all remuneration for
4 employment paid, on behalf of the employer, to the employee. This requirement includes but is not
5 limited to, commissions, non-discretionary bonuses, etc.

6 88. During the applicable limitations period, Defendants violated the rights of Plaintiff
7 and **Hourly Employee Class** members under the above-referenced Labor Code sections by failing
8 to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194
9 and 1198 by not correctly calculating their regular rate of pay to include all applicable
10 remuneration, including but not limited to, commissions, non-discretionary bonuses, etc.

11 89. California law uses the terms “compensation” and “pay” interchangeably and
12 requires that all applicable remuneration, including but not limited to, commissions, non-
13 discretionary bonuses, etc., be included when calculating an employee’s regular rate of pay.

14 90. At all relevant times, Defendants paid Plaintiff premium wages based on a rate of
15 compensation that did not reflect, among other things, commissions, non-discretionary bonuses, etc.
16 as required by Labor Code § 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the
17 occasions when Defendants paid him premium wages in lieu of meal and/or rest periods.

18 91. Plaintiff is informed and believes, and thereupon alleges, that, at all relevant times
19 during the applicable limitations period, Defendants maintained a policy or practice of paying
20 **Hourly Employee Class** members premium wages based on rates of compensation that have not
21 reflected commissions, non-discretionary bonuses, etc. as required by Labor Code § 226.7(b) and §§
22 11 and 12 of the applicable Wage Order on the occasions when Defendants paid them premium
23 wages in lieu of meal and/or rest periods.

24 92. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
25 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly**
26 **Employee Class** members, seeks to recover reasonable attorneys’ fees.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code § 2802)**

4 **(Plaintiff and Expense Reimbursement Class)**

5 93. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 94. Labor Code section 2802(a) states:

7 An employer shall indemnify his or her employee for all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or her
9 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

10 95. At all relevant times during the applicable limitations period, Plaintiff and the
11 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
12 including but not limited to, requiring George and the aggrieved employees to purchase their
13 uniform jacket and/or vest.

14 96. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
15 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
16 discharge of their duties.

17 97. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
18 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
19 necessary business expenses incurred in the discharge of their duties.

20 98. Pursuant to Labor Code § 452, an employer is authorized to prescribe the weight,
21 color, quality, texture, style, form, and make of uniforms required to be worn by their employees.

22 99. Section 9 of the applicable Wage Order states:

23 When uniforms are required by the employer to be worn by the employee as a
24 condition of employment, such uniforms shall be provided and maintained by the
25 employer. The term 'uniform' includes wearing apparel and accessories of distinctive
design or color.

26 100. At all relevant times during the applicable limitations period, Defendants required
27 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
28 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**

1 **Reimbursement Class** members for all such expenditures.

2 101. At all relevant times during the applicable limitations period, Defendants required
3 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
4 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
5 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
6 expenditures.

7 102. Plaintiff is informed and believes that, during the applicable limitations period,
8 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
9 **Reimbursement Class** members for all necessary business expenses.

10 103. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
11 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
12 original Complaint and until the date of entry of judgment.

13 104. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
14 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
15 Code of Civil Procedure § 1021.5.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

18 **(Lab. Code § 226)**

19 **(Plaintiff and Wage Statement Penalties Sub-Class)**

20 105. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

21 106. Labor Code § 226(a) states:

22 An employer, semimonthly or at the time of each payment of wages, shall furnish to
23 his or her employee, either as a detachable part of the check, draft, or voucher paying
24 the employee's wages, or separately if wages are paid by personal check or cash, an
25 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
26 worked by the employee, except as provided in subdivision (j), (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
28 rate basis, (4) all deductions, provided that all deductions made on written orders of
the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the
employee and only the last four digits of his or her social security number or an
employee identification number other than a social security number, (8) the name and
address of the legal entity that is the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name and address of the

1 legal entity that secured the services of the employer, and (9) all applicable hourly
2 rates in effect during the pay period and the corresponding number of hours worked
3 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
4 temporary services employer as defined in Section 201.3, the rate of pay and the total
5 hours worked for each temporary services assignment. The deductions made from
6 payment of wages shall be recorded in ink or other indelible form, properly dated,
7 showing the month, day, and year, and a copy of the statement and the record of the
8 deductions shall be kept on file by the employer for at least three years at the place of
9 employment or at a central location within the State of California. For purposes of
10 this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
11 employee or a computer-generated record that accurately shows all of the information
12 required by this subdivision.

13 107. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
14 the "detachable part of the check" provision and the "accurate itemized statement in writing"
15 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
16 employee retains the right to elect to receive a written paper stub or record and that those who are
17 provided with electronic wage statements retain the ability to easily access the information and
18 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
19 Letter July 6, 2006.)

20 108. Plaintiff is informed and believes that, at all relevant times during the applicable
21 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
22 members with written wage statements as described above.

23 109. Plaintiff is informed and believes that Defendants' failure to provide him and **Wage**
24 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
25 that Defendants had the ability to provide them with accurate wage statements but had intentionally
26 provided them with written wage statements that Defendants knew do not comply with Labor Code
27 § 226(a).

28 110. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
legal rights to receive accurate wage statements and have misled them about their actual rates of pay
and wages earned. In addition, inaccurate information on their wage statements have prevented
immediate challenges to Defendants' unlawful pay practices, has required discovery and
mathematical computations to determine the amount of wages owed, has caused difficulty and

1 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
2 inaccurate information about wages and deductions to federal and state government agencies.

3 111. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and **Wage**
4 **Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars
5 (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and
6 one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code §
7 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class
8 member.

9 112. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
10 the common fund doctrine, Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-**
11 **Class** members, seek awards of reasonable attorneys' fees and costs.

12 SIXTH CAUSE OF ACTION

13 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

14 **(Lab. Code §§ 201–203)**

15 **(Plaintiff and Waiting Time Penalties Sub-Class)**

16 113. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

17 114. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
18 have been entitled, upon the end of their employment with Defendants, to timely payment of all
19 wages earned and unpaid before termination or resignation.

20 115. At all relevant times, pursuant to Labor Code § 201, employees who have been
21 discharged have been entitled to payment of all final wages immediately upon termination.

22 116. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
23 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of
24 all final wages at the time of resignation.

25 117. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
26 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of
27 all final wages within seventy-two (72) hours' of giving notice of resignation.

28 118. During the applicable limitations period, Defendants failed to pay Plaintiff all of his

1 final wages in accordance with the Labor Code by failing to timely pay him all of his final wages.

2 119. Plaintiff is informed and believes that, at all relevant times during the applicable
3 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
4 members all of their final wages in accordance with the Labor Code.

5 120. Plaintiff is informed and believes that, at all relevant times during the applicable
6 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
7 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
8 §§ 201 or 202 by failing to timely pay them all final wages.

9 121. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
10 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members have been
11 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
12 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
13 requirements.

14 122. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of himself and
15 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the respective
16 dates that their final wages had first become due until paid, up to a maximum of thirty days, and
17 interest thereon.

18 123. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
19 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time**
20 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

21 SEVENTH CAUSE OF ACTION

22 **WITHHOLDING OF WAGES**

23 **(Lab. Code §§ 221, 222, 223)**

24 **(Plaintiff and Withheld Wages Class)**

25 124. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26 125. At all relevant times, Plaintiff and the **Withheld Wages Class** members have been
27 entitled to the protections of Labor Code §§ 221, 222, and 223.

28 Labor Code § 221 states:

1 It shall be unlawful for any employer to collect or receive from an employee any part
2 of wages theretofore paid by said employer to said employee.

3 Labor Code § 222 states:

4 It shall be unlawful, in case of any wage agreement arrived at through collective
5 bargaining, either willfully or unlawfully or with intent to defraud an employee, a
6 competitor, or any other person, to withhold from said employee any part of the
7 wage agreed upon.

8 Labor Code § 223 states:

9 Where any statute or contract requires an employer to maintain the designated wage
10 scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the
11 wage designated by statute or by contract.

12 126. By the conduct described above, Defendants and each of them, have unlawfully
13 collected or received from Plaintiff and **Withheld Wages** Class members a part of wages
14 theretofore paid by an employer to its employees. Defendants have thereby secretly profited at the
15 expense of Plaintiff and **Withheld Wages** Class members.

16 127. Therefore, Plaintiff and **Withheld Wages** Class members demand return of all
17 wages unlawfully deducted from all **Withheld Wages** Class members employed by Defendants or
18 any of them, within the State of California within four years of the filing of this complaint until the
19 date of entry of judgment after trial, and reversal of all wages unlawfully deducted and/or withheld
20 as a result of Defendants' policies and/or practices.

21 **EIGHTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

23 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

24 **(Plaintiff and UCL Class)**

25 128. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26 129. Business and Professions Code § 17200 defines "unfair competition" to include any
27 unlawful business practice.

28 130. Business and Professions Code §§ 17203–17204 allow a person who has lost money

1 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
2 Procedure § 382 to recover money or property that may have been acquired from similarly situated
3 persons by means of unfair competition.

4 131. California law requires employers to pay hourly, non-exempt employees for all hours
5 they are permitted or suffered to work, including hours that the employer knows or reasonably
6 should know that employees have worked.

7 132. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges and
8 incorporates the FIRST, SECOND, THIRD, and SEVENTH causes of action herein.

9 133. Plaintiff lost money and/or property as a result of the aforementioned unfair
10 competition.

11 134. Defendants have or may have acquired money by means of unfair competition.

12 135. Plaintiff is informed and believes and thereupon alleges that, by committing the
13 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
14 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
15 violating the Labor Code as alleged herein.

16 136. Defendants have committed criminal conduct through their policies and practices of,
17 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-
18 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
19 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,
20 and by failing to reimburse them for all expenses.

21 137. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
22 employees and entitled to the full protections of both the Labor Code and the applicable Wage
23 Order.

24 138. Defendants' unlawful conduct as alleged in this Complaint amounts to and
25 constitutes unfair competition within the meaning of Business and Professions Code section 17200
26 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
27 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
28 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of himself and on

1 behalf of similarly situated persons in a class-action proceeding.

2 139. As a result of Defendants' violations of the Labor Code during the applicable
3 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
4 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
5 conduct.

6 140. Plaintiff is informed and believes that other similarly situated persons have been
7 subject to the same unlawful policies or practices of Defendants.

8 141. Due to the unfair and unlawful business practices in violation of the Labor Code,
9 Defendants have gained a competitive advantage over other comparable companies doing business
10 in the State of California that comply with their legal obligations.

11 142. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
12 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
13 that violates, or is considered unlawful under, any other state or federal law.

14 143. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
15 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
16 Defendants, and each of them, and their agents and employees, from further violations of the Labor
17 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
18 order permanently enjoining Defendants, and each of them, and their respective agents and
19 employees, from further violations of the Labor Code and applicable Industrial Welfare
20 Commission Wage Orders.

21 144. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of himself
22 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
23 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
24 business practices.

25 145. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
26 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
27 attorneys' fees in connection with their unfair competition claims.

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1 **NINTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 146. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 147. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

7 148. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
8 himself and other current and former employees, to bring a representative civil action to recover
9 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
10 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

11 149. Plaintiff, a former employee against whom Defendants committed one or more of the
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
13 within the meaning of Labor Code § 2699(c).

14 150. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
16 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
17 intent to investigate.

18 151. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
19 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
20 512, 1194, 1197, 1198 and 2802:

- 21 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
22 2802, one hundred dollars (\$100) for each employee per pay period for each
23 initial violation and two hundred dollars (\$200) for each employee per pay
24 period for each subsequent violation (penalties set by Labor Code §
25 2699(f)(2));
- 26 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
27 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 28 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each

1 employee for each initial violation that was neither willful nor intentional,
2 two hundred dollars (\$200) for each employee, plus 25% of the amount
3 unlawfully withheld from each employee, for each initial violation that was
4 either willful or intentional, and two hundred dollars (\$200) for each
5 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
6 from each employee, for each subsequent violation, regardless of whether the
7 subsequent violation was either willful or intentional (penalties set by Labor
8 Code § 210);

9 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional,
11 two hundred dollars (\$200) for each employee, plus twenty-five percent
12 (25%) of the amount unlawfully withheld from each employee, for each
13 initial violation that was either willful or intentional, and two hundred dollars
14 (\$200) for each employee, plus twenty-five percent (25%) of the amount
15 unlawfully withheld from each employee, for each subsequent violation,
16 regardless of whether the subsequent violation was either willful or
17 intentional (penalties set by Labor Code § 225.5);

18 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
19 citation, two hundred and fifty dollars (\$250) for each employee for each
20 violation. Alternatively, if an initial citation or its equivalent occurred before
21 the filing of this action, one thousand dollars (\$1,000) for each employee for
22 each violation (penalties set by Labor Code § 226.3);

23 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
24 employee for each initial pay period for which the employee was underpaid,
25 and one hundred dollars (\$100) for each employee for each subsequent pay
26 period for which the employee was underpaid (penalties set by Labor Code §
27 558);

28 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each

1 aggrieved employee for each initial violation of Labor Code § 1197 that was
2 intentional and two hundred and fifty dollars (\$250) for each aggrieved
3 employee per pay period for each subsequent violation of Labor Code §
4 1197, regardless of whether the initial violation was intentional (penalties set
5 by Labor Code § 1197.1);

6 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
7 attorneys' fees and costs in connection with Plaintiff's claims for civil
8 penalties.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general
11 public, prays for relief and judgment against Defendants as follows:

- 12 (1) An order that the action be certified as a class action;
- 13 (2) An order that Plaintiff be appointed class representative;
- 14 (3) An order that counsel for Plaintiff be appointed class counsel;
- 15 (4) Unpaid wages;
- 16 (5) Actual damages;
- 17 (6) Liquidated damages;
- 18 (7) Restitution;
- 19 (8) Declaratory relief;
- 20 (9) Pre-judgment interest;
- 21 (10) Statutory penalties;
- 22 (11) Civil penalties;
- 23 (12) Costs of suit;
- 24 (13) Reasonable attorneys' fees; and
- 25 (14) Such other relief as the Court deems just and proper.

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Dated: January 16, 2023



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